



DOCKET FILE COPY ORIGINAL

Saint John Vianney Cure Of Ars School

2141 Seward Avenue
Bronx, New York, 10473

Telephone 718-892-4400
Fax 718-931-0865

"Creating a tradition of excellence with dignity, love, and unity."

FILED/ACCEPTED

JUL - 9 2008

Federal Communications Commission
Office of the Secretary

Request for a Review
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

July 3, 2008

RE: CC Docket No. 02-6

Dear FCC representative,

This is a **Request for Review** for the USAC decisions on our **Funding Year 2006**.

Appellant name: St. John Vianney Cure of Ars School

Application Name: Form 471

Service Provider: BEST WEB Corporation

BEN: 10762

SPIN: 143005118

471 Application Number: **510979**

"Funding Commitment Decision Letter for Funding Year 2006 and Funding
Commitment Decision Explanation: *FFC rules require that a contract for the
products/services be signed and dated by both parties prior to the filing of the
Form 471. This requirement was not met.*

No. of Copies rec'd 2
List ABCDE

Reason: The school's telecommunication for 06-07 was approved on 10/24/2006 however the internet access denied. We are sending documents that will prove that we had signed the Internet Access for BEST WEB before we submitted the 471 form.

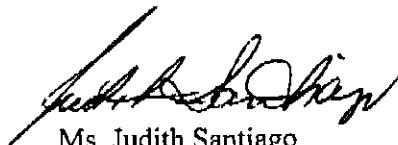
Documentations: Enclosed is BESTWEB Inc. contract for a T-1 line, the 471 form for 06-07 and Item 21 Attachment. Please note that the contract was signed on 2/9/2006. The school filed and submitted their 471 form on 2/11/2006. Therefore both parties did meet the USAC requirement for filing the 471 form.

If you have any questions, please e-mail your questions to Ms. Judith Santiago.

Contact Person:

Judith Santiago, Principal
2141 Seward Avenue
Bronx NY 10473
Phone: 718-892-4400
e-mail: b244@adnyschools.org

Please reconsider your decision.
Thank you,



Ms. Judith Santiago
Principal of St. John Vianney Cure of Ars

Proposal One - Broadband Internet Access

BestWeb's Premier T1 Service is as follows:

Installation fee:	\$529.00
Service fee:	\$689.00 per month
Total for July 1, 2006 through June 30, 2007	\$8,797.00

This service includes:

- Our Premier T1 Service - 1.5 Mbps data circuit and Internet Access. Both the circuit and the Broadband Internet Access are included in the price.
- The equipment required to connect the service to your Local Area Network. This would be a Cisco 1700 or 2600 series router and battery backup.
- Monitoring of the service on a 24 by 7 basis. Our Network Operations Center would notify you that we have detected a problem and our expected resolution within five minutes. We guarantee a Network Technician on the job within two hours; replacement of faulty equipment (at no charge) within four hours; and field repair of faulty circuits within eight hours.
- Content Filtering as mandated by the Federal Government. You can control the level of filtering globally or by individual user.
- Firewall and VPN Services as requested.
- Domain Hosting and unlimited Email addresses as requested. Virus and Spam filtering are included with the Email service.
- We bill you only for your portion of the fee and will directly bill E-Rate for the rest. . If you do not receive E-Rate funding you are still only responsible for your portion of the fee.

BestWeb Corporation**Agreement for Broadband Internet Access**

This is an Agreement between BestWeb Corporation, 23 South Riverside Avenue, Croton-on-Hudson, NY 10520 (BestWeb) and the below Customer whereby BestWeb agrees to provide services to the Customer and the Customer agrees to pay BestWeb.

Customer Name: St. John Vianney School
Customer Address: 2141 Seward Avenue, Bronx, NY 10473
Date of Agreement: February 9, 2008

Term

1. This Agreement shall become binding on the date both parties have executed the Agreement. The initial term of the Agreement shall extend for the period July 1, 2008 through June 30, 2009, during which time the Agreement may not be cancelled except as provided for in this Agreement. After the initial term, it will automatically renew monthly until cancelled; such cancellation may be by either party with 30 days written notice.

E-Rate Funding

2. Customer and BestWeb anticipate that a portion of the fees will be paid through the Schools and Libraries Universal Service Support Mechanism, also known as E-Rate. The specific amounts to be reimbursed will be described in the funding commitment letter from the Universal Service Administrative Company (USAC). Therefore, the amounts due from the Customer will be only the unreimbursed portions of the fees. BestWeb will collect the reimbursed portion of the fees directly from the USAC.
3. Customer and BestWeb anticipate the receipt of the funding commitment letter from USAC for these services prior to installation. Should such a letter not yet be received, then BestWeb and Customer agree that BestWeb may, at its option, start the services in anticipation of funding approval. The amount due from the Customer will be the expected unreimbursed portion of the fees. Should funding or reimbursement be denied through no fault of the Customer, then BestWeb may immediately stop providing services and cancel the Agreement, but no further amounts will be due from the Customer.
4. Customer represents that the information provided to USAC and BestWeb for the purpose of E-Rate is true and contains no misrepresentations or errors that would preclude the reimbursement as requested. Should funding or reimbursement be denied due to Customer error or misrepresentation, then Customer agrees to pay all of BestWeb's fees in full. Customer agrees to complete any and all paperwork required by USAC and BestWeb such that BestWeb will receive the agreed upon reimbursement in a timely manner. Should Customer not complete such paperwork, then Customer agrees to pay all of BestWeb's fees in full.

Broadband Internet:

5. BestWeb agrees to provide Broadband Internet and related services to the Customer. BestWeb guarantees that the Customer will have 1.544 megabits per second (mbps) of Broadband Internet bandwidth to the Customer location, subject to the limitations and remedies in this Agreement. BestWeb cannot guarantee the actual throughput of the Customer's Internet activity.
6. The Broadband Internet connection will be provided over a point-to-point T1 data circuit from BestWeb to the telephone company demarcation point located in the Customer facilities. BestWeb will have responsibility for ordering the T1 data circuit from the telephone company and for all installation and ongoing maintenance issues. The payments to the telephone company for installation and monthly operation of the circuit are included in the price and will be made by BestWeb. BestWeb will coordinate with the telephone company should the T1 data circuit require maintenance.
7. Certain equipment is required to connect the T1 data circuit to the Customer's network. Such equipment, to consist of a Cisco router with integrated T1 WIC and Ethernet connections, will be supplied by BestWeb and will be configured, tested, installed, and maintained by BestWeb for the life of the Agreement. Should such equipment not operate properly, BestWeb will repair or replace it at no cost to the Customer. This equipment will remain the property of BestWeb and will be so labeled. Upon cancellation of the Agreement this equipment must be returned to, or purchased from, BestWeb.
8. It is BestWeb's intent to complete the installation on or about July 1, 2008. However, this Agreement will not be affected should such access be delayed by factors outside of BestWeb's control. Installation will be deemed complete upon successful internet connectivity at the Customer facility as tested by a BestWeb engineer. Should access to Customer facilities not be available within 48 hours of such request, then installation will be deemed complete upon turnover of the T1 data circuit from the telephone company to BestWeb.

8. BestWeb will provide 24 hour, seven day monitoring of the T1 data circuit and related services and equipment through our network operations center (NOC). Should repair or replacement of the equipment or services provided by BestWeb or the T1 data circuit or equipment provided the telephone company be necessary, BestWeb will be responsible for such repair or replacement. Should access be required to Customer facilities, such access will be coordinated with Customer personnel.

Fees

10. The installation fee will be \$529.00, the unreimbursed portion of which is due upon installation. This installation fee assumes that the telephone company has sufficient telecommunications facilities existing to provide the service. If such facilities do not exist and must be constructed, then BestWeb will so notify Customer. If there are additional charges for such construction, then Customer will have the option of accepting these additional charges or of canceling the Agreement without penalty or further obligation.
11. The monthly fee will be \$459.00. The unreimbursed portion of the the monthly fees are due in advance of each month of service. The monthly fees will commence upon installation and any partial month will be pro-rated.
12. Customer agrees to pay to BestWeb any applicable local, state, or federal charges required for any of the services being provided under this Agreement.
13. Should the telephone company file, and New York approve, an amended tariff such that the charges for the T1 data circuit are changed, either up or down, then the above prices will be altered to reflect such change. BestWeb will notify the Customer of such change and the Customer may, within 30 days of such notification, cancel the service without penalty or further obligation.
14. BestWeb is providing access to the Internet on a best effort basis. Should BestWeb fail to provide such services, Customer may request a prorated credit for the period during which the services were not available (except for scheduled maintenance periods). Such request must be in writing and made within 30 days of the outage. BestWeb shall have no other liability to Customer for its failure to provide access to the Internet under this Agreement.
15. If the Customer's account becomes past due then the service is subject to interruption without notice. No refunds are due Customer for service interruptions caused by past due accounts. BestWeb may charge a late fee of \$25.00 plus interest at the rate of 1.5% per month, accruing daily, on overdue amounts. If Customer's account becomes more than 30 days past due then BestWeb may take further actions such as canceling the service and pursuing legal remedies for collection purposes, at which time Customer agrees to pay BestWeb any collection and legal fees plus a surcharge of \$200.00. Customer agrees that BestWeb may utilize Customer information to determine credit worthiness and, further, may report payment history and related information to credit agencies.

General Terms and Conditions

16. BestWeb takes no responsibility and has no liability whatsoever for any information, including images, sounds, or any other data that Customer personnel may send to or receive through these services. Customer agrees to take total responsibility for monitoring the usage made by Customer personnel such that the usage meets the requirements of BestWeb's Authorized Use Policy (as published on BestWeb's home page and as changed from time to time) and of all applicable federal, state, and local laws. Customer personnel include any individuals who gain access to the Internet through Customer facilities.
17. Customer will use BestWeb's service only for lawful purposes. The Customer will not transmit, retransmit, or store material in violation of any federal, state, or local law (statutory or common) or regulation, including without limitation laws or regulations governing libel or slander, obscenity, threats, or harassment and infringement or other violation of trademark, copyright, trade secret, or proprietary rights.
18. BestWeb is providing the Customer with non-resellable services. The Customer will utilize these services for its own purposes and will not provide or resell such services to any other party. The intent of this paragraph is to restrict the Customer from offering BestWeb's services in competition, either directly or indirectly, with BestWeb.
19. This Agreement shall be binding upon the parties, their heirs, successors, agents, assigns, parents and/or affiliates. If Customer is a sole proprietorship, DBA, or partnership, the Agreement shall be binding upon the principals. If Customer is a closely held corporation, the Agreement shall be binding upon the majority owner. Customer and BestWeb agree that a facsimile copy shall be as binding as an original.
20. Notifications will be in writing to the addresses listed in this Agreement. This Agreement may be amended only by the written consent of the parties hereto.

Agreed by Customer:

Signed: Albert Vignar

Name: Albert Vignar

Date: 8/9/06

Agreed by BestWeb:

Signed: [Signature]

Name: Anthony Dickey

Date: 8/9/06

Block 6 Print Mode

Page 1 of 4

FCC Form 471

Services Ordered and Certification Form



Applicant's Form Identifier: 471200610762B

Entity Number: 10762

Contact Person: Alberto Vazquez

Phone Number: (718) 892-4400

Block 6: Certifications and Signature

Do not write in this area

471 Application Number: 510979

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)

a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities

25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entries from Item 23l on all Block 5 Discount Funding Requests.)	\$8,797.00
b.	Total funding commitment request amount on this Form 471 (Add the entries from Items 23k on all Block 5 Discount Funding Requests.)	\$7,917.30
c.	Total applicant non-discount share (Subtract item 25b from item 25a.)	\$879.70
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$22,000.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add items 25c and 25d.)	\$22,879.70
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in item 25e.	

26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):

- a. ☒ an individual technology plan for using the services requested in this application; and/or
- b. ☐ higher-level technology plan(s) for using the services requested in this application; or
- c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.

30. ☒ I certify that the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.

34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations

Block 6 Print Mode

Page 3 of 4

or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g) (1),(2).

36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).

37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Cert ID = 29413

39. Date 2/11/2006

40. Printed name of authorized person Alberto Vazquez

41. Title or position of authorized person Principal

42a. Street Address, P.O Box or Route Number 2141 Seward Avenue
Bronx, NY 10473

42b. Telephone number of authorized person: (212) 892-4400

42c. Fax number of authorized person: (212) 931-0865

42d. E-mail of authorized person: b244@adnyschools.org

42e. Name of authorized person's employer St. John Vianney Cure of Ars School

ATTENTION: If you are signing Form 471 using the PIN assigned to you by SLD, you are reminded that using the PIN is equivalent to your handwritten signature on the form. Your use of the PIN to affirm these certifications means that should they prove untrue, you will be held to the same enforcement standards as those who affirm the certifications on paper. Also, by using the PIN, you are affirming that you have the authority to make these certifications and represent the entity featured in Block One of this funding request.

Please Check to affirm your compliance ☒

471 Application Number:
ST JOHN VIANNEY CURE OF ARS
2141 SEWARD AVE
BRONX, NY 10473-1752

The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Service Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator, 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply

with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington DC 20554.

Please retain a copy of this page and submit a copy with any communications to the SLD. Please enclose a copy of this confirmation page when mailing your Item 21 attachments. If you wish to submit your required Item 21 Attachment at this time using our online system, choose the icon below for the Item 21 Attachment.

[Return to SLD Home Page](#)[Create Item 21 Attachment](#)

Copyright 1997-2005
Schools and Libraries Division

frmFRNNarrative

Page 1 of 1

**Item 21 Attachment****Internet Access - Funding Year 2006**

Applicant Name	ST JOHN VIANNEY CURE OF ARS
Billed Entity Number	10762
Form 471 Application Number	510979
Funding Request Number	1405232
Service Provider	BestWeb Corporation
Attachment Number	1
Narrative description of this Funding Request	Broadband Internet access at the school

Service Type	Service Description	Elig Pre-Discount Cost
1 Broadband Internet Access (e.g. T-1, DSL, Frame Relay, Cable Modem, Wireless)	Internet access for the faculty and staff	\$8,797.00
	Number of Internet Access Lines (If applicable)	0
	Recurring Charges	Non Recurring Charges
Monthly Recurring Charges	\$689.00	One-time non-recurring charges \$529.00
Less Ineligible Amount (If any)	\$0.00	Less Ineligible Amount (If any) \$0.00
Number of Months	12	
Eligible recurring charges	\$8,268.00	Eligible non-recurring charges \$529.00
		Line Item TOTAL \$8797
	Total:	\$8,797.00
	Funding Requested on 471:	\$8,797.00

Further Information

Internet access at the school

Date Submitted

2/11/2006 8:21:44 PM

**NETWORK
OUTSOURCE**

BUSINESS AND EDUCATIONAL TECHNOLOGY SOLUTIONS
185 DENTON AVE NEW HYDE PARK, NY 11040
(516) 488-5888

Invoice

Date	Invoice #
12/4/2006	13398

Bill To
St. John Vianney School Alberto Vazquez 2141 Seward Ave. Bronx, NY 10473

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
4	Monthly DSL Fee - September-October-November-December	299.00	1,196.00
Total			\$1,196.00